

#13

S/N 09/160,916

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	WOOLFORD ET AL.	Examiner:	D. TAYLOR
Serial No.:	09/160,916	Group Art Unit:	3672
Filed:	SEPTEMBER 25, 1998	Docket No.:	3616.20USC3
Title:	COMPOSITE MASONRY BLOCK		

CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on

November 8, 1999

Lucy Schmitz
Lucy Schmitz

TERMINAL DISCLAIMER TO OBVIATE
AN OBVIOUSNESS-TYPE DOUBLE PATENTING REJECTION

Assistant Commissioner for Patents
Washington, D.C. 20231

*Terminal (appd)
Disclaimer 11/30/99
HLM*

Dear Sir:

Petitioner, Anchor Wall Systems, Inc., a corporation organized and existing under the laws of the State of Minnesota and having its primary place of business at 5959 Baker Road, Suite 390, Minnetonka, Minnesota 55345, in the county of Hennepin, and the state of Minnesota represents that it is the owner of the entire right, title and interest in the above-identified Application by virtue of an assignment recorded at Reel 5326, Frame 0414, on June 7, 1990 in parent application 07/534,831 (now U.S. Patent 5,690,853). Petitioner further represents that it is the exclusive owner of the entire interest in U.S. Patent 5,827,015, issued October 27, 1998, by virtue of an assignment recorded at Reel 5326, Frame 0414, on June 7, 1990. Anchor Wall Systems, Inc. is the successor in interest to Block Systems Inc. as reflected by the Amendment of Articles of Incorporation recorded on August 13, 1998 at Reel 9407, Frame 0251. Attached herewith is a Certificate under 37 C.F.R. § 3.73(b) establishing Anchor Wall's right as assignee to take action.

Petitioner, Anchor Wall Systems, Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 5,827,015. Petitioner makes this disclaimer only to obviate the obviousness-type double patenting rejection made during the examination of the above-identified application but does not agree with, or admit to, the substance of the rejection. Petitioner hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 5,827,015, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

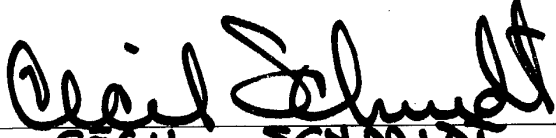
In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application prior to expiration date of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent 5,827,015, in the event that U.S. Patent 5,827,015: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 29 Oct 99


Name: CECIL SCHMIDT
Title: Sr. V.P.

THE STATEMENT BELOW IS FOR OFFICE USE ONLY

In accordance with the decision granting the petition filed on _____, 19____, this terminal disclaimer is accepted. The period of patent lapse specified above has been accepted as equivalent to _____ months.

Petitions Examiner





UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



TO: MERCHANT, GOULD, SMITH, EDELL
WELTER & SCHMIDT
1000 NORWEST CENTER
ST. PAUL, MN 55101

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
- AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME -
NUMBER REFERENCED BELOW. A DIGEST OF THE DOCUMENT HAS ALSO BEEN MADE
AND APPEARS IN THE OFFICE'S RECORDS AS SHOWN:

ASSIGNOR: 001 WOOLFORD, MICHAEL E.
ASSIGNOR: 002 SIEVERT, DICK J.

DOC DATE: 06/07/90
DOC DATE: 06/07/90

RECORDATION DATE: 06/07/90 NUMBER OF PAGES 003 REEL/FRAME 5326/0414

DIGEST: ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE: 501 BLOCK SYSTEMS INC., 2300 MCKNIGHT RD., NORTH ST. PAUL, MN
55109 A CORP. OF MN

SERIAL NUMBER 7-534831 FILING DATE 06/07/90
PATENT NUMBER ISSUE DATE 00/00/00

07 534831

ASSIGNMENT

WHEREAS, I/WE, MICHAEL E. WOOLFORD and DICK J. SIEVERT

residing at 3476 Jamaca Ave. No., Lake Elmo, Minnesota 55042 and 1322 Bilmar Ave.,

New Richmond, Wisconsin 54017, respectively

made certain new and useful inventions and improvements for which I/We executed an application for Letters Patent of the United States on even date herewith which is entitled COMPOSITE MASONRY BLOCK

AND WHEREAS, Block Systems Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 2300 McKnight Road, North St. Paul, MN 55109 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, I/we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and I/we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, I/we do hereby agree that I and my/we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me/us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I/we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me/us and that full right to convey the same as herein expressed is possessed by me/us.

REF 5326 FRANK 15

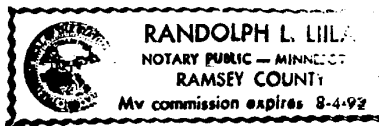
IN TESTIMONY WHEREOF, I/We have hereunto set my/our hand this 7th day of June, 1990.

Michael E. Woolford
Michael E. Woolford
Dick J. Sievert
Dick J. Sievert

STATE OF Minnesota }
COUNTY OF Ramsey } ss.

On this 7th day of June, 1990 before me personally appeared Michael E. Woolford and Dick J. Sievert to me known and known to me to be the person(s) described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL



Randolph L. Lila
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 19____ before me personally appeared _____ to me known and known to me to be the person(s) described in and who executed the foregoing instrument, and _____ duly acknowledged to me that _____ executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

RECORDED
PATENT & TRADEMARK OFFICE

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